

CERTIFICATE OF PUBLICATION
From THE NEWS-POST Frederick, Md.

Frederick, Md. Dec 21, 1984

This is to certify, That the annexed *Trustee's Sale*
was published in *The News-Post*

a newspaper published in Frederick County, once a week for
3 successive weeks prior to the 27th
day of December, 1984

THE NEWS-POST

DEC 24 1984

Per

K. S. McKenzie

Recd Jan. 16, 1985

AUCTION:

Nelson C. Cohen, Attorney at Law
7315 Wisconsin Avenue
Bethesda, Maryland 20814

TRUSTEES' SALE

VALUABLE FEE SIMPLE
IMPROVED REAL ESTATE

11824 BROWNSVILLE ROAD

Monrovia, Frederick County, Maryland

Under and by virtue of the power and authority conferred upon them by a Deed of Trust from Joseph E. Reed and Debra R. Reed to Bernard H. Kanstoroom and Laurence Levitan, Trustees, dated January 11, 1979, and recorded among the Land Records of Frederick County, in Liber 1073 at folio 132, and default having occurred in the terms and conditions thereof, the undersigned Trustees will offer for sale at public auction, on the premises, on:

THURSDAY, DECEMBER 27, 1984

AT 3:00 P.M.

All that lot of ground and improvements thereon situate and lying in Frederick County, State of Maryland and described as follows:

All that lot or parcel of land situate along the Brownsville-Monrovia Road, in New Market District, Frederick County, Maryland, it being part of the tracts called "Henry and Elizabeth Enlarged" and "None Such," containing 19 1/4 acres, more or less, conveyed unto Millard Burdette, Jr., et ux, by Raymond L. Bennett, unmarried, in deed dated April 9, 1948, recorded among the Frederick County Land Records in Liber 469, folio 516; and among the Montgomery County Land Records in Liber CKW No. 1156, folio 1968c., which according to survey and Plat thereof made February 17, 1960, is particularly described as:

BEGINNING for the same at the beginning point of the 19 1/4 acre parcel hereinafter referred to and running thence by and along the Monrovia-Brownsville Road, (1) North 41 degrees 36' West 100 feet; thence by a line of division, (2) South 48 degrees 24' West 200 feet; thence South 41 degrees 36' East 175.30 feet; thence (4) North 27 degrees 46' East 213.70 feet to the point of beginning, containing 27,350 square feet of land, more or less.

Improved by a single family residence. In fee simple. The above described property will be sold in "as is" condition and without warranty as to the accuracy of information furnished to and/or by the Trustees and made available to prospective bidders.

TERMS OF SALE: This advertisement, as amended or supplemented by any oral announcements during the conduct of the sale, constitutes the Trustees' entire statement relative to the premises described herein and the terms and conditions upon which such premises shall be offered for sale, sold or purchased. The Trustees reserve the unqualified right to withdraw the premises at any time prior to sale. In the event the Trustees determine that any opening bid is not commensurate with the value of the premises, he may reject the same and withdraw the premises from sale. The highest bidder acknowledged by the Trustees shall be the purchaser. In the event of any dispute among the bidders, the Trustees shall have the sole and final discretion either to determine the successful bidder or to then and there reoffer and resell the premises. A deposit of Five Thousand Dollars (\$5,000) will be required at the time of sale, which deposit shall be in the form of cash, certified or bank cashier's check, or in such other form as the Trustees may in their sole discretion determine. The balance is payable in cash with interest at the rate of nine and one half percent (9 1/2 %) per annum from the date of sale to date of settlement.

Settlement of the sale will take place at the office of the Trustees, or other mutually agreed upon place, fifteen (15) days following court ratification of the sale. Conveyance shall be by Trustees' Deed without covenant or warranty, express or implied. Time is of the essence.

Any and all state, county and town taxes, front foot benefit charges, and any assessments or levies will be adjusted as of the date of sale and thereafter assumed by the purchaser, all costs incident to settlement including, without thereby limiting, recordation costs and taxes, state and county transfer taxes, state revenue stamps and settlement fees, will be at the cost of the purchaser.

Compliance with the terms of sale shall be made within the time aforesaid; otherwise, in addition to any other remedies available to the Trustees at law or in equity the Trustees may, at their election, declare the deposit forfeited and resell the premises at the risk and expenses of the defaulting purchaser, and in such event the defaulting purchaser shall be liable for payment of any deficiency plus all costs and expenses, of both sales.

Prospective bidders and other interested parties may obtain additional or more detailed information concerning this sale by contacting the auctioneers or the attorneys for the Trustees during normal business hours at 4550 Montgomery Avenue, Suite 760N, Bethesda, Maryland 20814 or by telephone at (301) 951-1500.

By: Nelson C. Cohen

Attorney for Trustees

BERNARD H. KANSTOROOM,
LAURENCE LEVITAN, Trustees

Michael Fox Auctioneers,

Executive Offices • 3835 Naylor's Lane Inc.
Baltimore, Maryland 21208 • 301/653-4000